



CITY OF MOBILE

REQUEST FOR QUOTES

December 10, 2014

The City of Mobile will receive quotes for the following Project:

Project Name: Service Contract – Exterior Window Cleaning
200 Government St. Building

Project Location: 200 Government Street
Mobile, AL 3660

Project Number: SC-029-15

Scope of Work: Work shall include cleaning all exterior door, transom and window glass on the first floor of the 200 Government St. This shall include all glass surfaces on the south and east elevations and at the covered entry area at the southeast corner of the building.

Service Contractor shall use cleaning materials standard to the industry for this purpose.

Cleaning shall be performed quarterly (four (4) times) during the term of the Contract as directed by the Service Contract or Facility representative. The Contract shall extend for a period of one (1) year from date of written Notice to Proceed.

Quotes (stipulated sum) for the above Scope of Work will be received until **2:00 P.M. on the 17th day of December, 2014** in the Architectural Engineering Department, 205 Government Street, Room 546 (P.O. Box 1827), Mobile, AL 36633. Quotes may be submitted in person, faxed, e-mailed or mailed to the address indicated. Quotes will be read and reviewed in the Architectural Engineering Department following the time established for receipt of Quotes.

SERVICE CONTRACT – EXTERIOR WINDOW CLEANING
200 GOVERNMENT St. Building

SC-029-15

QUOTE:

Company Name: _____

Company Address: _____

Office Phone #: _____ **Fax #:** _____

City of Mobile Business License No.: _____

Hereby proposes to furnish all labor, materials, tools, equipment and supplies and to sustain all expenses incurred in performing the Scope of Work on the above captioned project for the amount listed below.

Contractor acknowledges receipt of Addendum No(s). _____ and dated _____.

- **Quotes shall include all applicable sales and use taxes.**
- **Quotes shall be provided in whole dollar amount with no cents.**

Cost per Cleaning Service = \$ _____ .00 **x 4 =** \$ _____ .00

Total Quote Amount: _____

Amount in Words
_____ (\$ _____ .00)
Amount in #'s

Unit Prices: For additional cleaning = \$ _____ .00 per Service

Contact Name: _____

Contact Phone #: _____ **Cell #:** _____

E-mail Address: _____

Signature: _____ **Date:** _____

Printed Name: _____ **Title:** _____

- **A City of Mobile Business License is required and must be current at contract execution and throughout period of construction. The Contractor shall secure building and other permits customarily obtained from the City of Mobile at no cost.**
- **Within ten (10) calendar days from the date of issuance of Contract forms for execution, the Contractor shall deliver to the City of Mobile the following documents:**
 1. Proof of enrollment in the Federal E-Verify program (see sample document attached as Exhibit 1)
 2. Fully executed statement of compliance with Federal Immigration Law (attached as Exhibit 2)
 3. Certificate of Insurance and policy endorsements in accordance with City of Mobile Insurance Requirements (attached as Exhibit 3 with sample documents)
 4. Fully executed Agreement (Standard Service Contract Agreement between City of Mobile and Contractor – attached as Exhibit 4)
 5. Service Contractor's current W-9 Form

All "Requests for Information" (RFI's) shall be submitted in writing to the Project Manager no later than three (3) business days prior to the Quote submittal date. Responses shall be in the form of a written Addendum issued to all contractors. Receipt of all addenda shall be acknowledged by the contractor on the Quote form. Failure to acknowledge Addenda may result in disqualification of the Quote.

Contact Bobbie Jo Kelley, at the City of Mobile, Architectural Engineering Department, 251-208-7632 phone, 251-208-7894 fax or e-mail bobbiejo@cityofmobile.org for further clarification regarding this Request for Quotes.

EXHIBIT 1

E-Verify



Company ID Number:

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer	
Name (Please Type or Print)	Title
<i>Electronically Signed</i>	
Signature	Date
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	
Company Facility Address:	
Company Alternate Address:	
County or Parish:	MOBILE
Employer Identification Number:	

SAMPLE

E-Verify



Company ID Number: _____

North American Industry Classification Systems Code:	
Administrator:	
Number of Employees:	
Number of Sites Verified for:	
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	
<ul style="list-style-type: none">	

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:		Fax Number:	
Telephone Number:			
E-mail Address:			

SAMPLE



THE CITY OF MOBILE, ALABAMA

ARCHITECTURAL ENGINEERING DEPARTMENT

EXHIBIT 2

In addition to enrollment in the E-Verify program and providing documentation of enrollment in the E-Verify program to the City of Mobile with their Proposals, the Authorized Representative of the Company doing business with the City shall also affirm the following:

By signing below, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Name of Company

Authorized Company Representative

Date

EXHIBIT 3
City of Mobile Insurance Requirements
Contractor

Insurance – For the duration of this agreement, the Contractor shall maintain the following minimum amounts for this project:

A. Workers' Compensation/Employer's Liability:

1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the State of Alabama.
2. Employer's Liability with limits of not less than:

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee
3. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

B. Comprehensive General Liability Insurance:

1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.
2. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.
3. General Aggregate Limit shall apply on a "Per Project" Basis.

C. Automobile Liability Insurance:

1. Automobile Liability Insurance to cover all owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

D. Excess/Umbrella Liability Insurance:

1. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
2. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and must be listed **separately** on an attachment to the certificate of insurance:

Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured.

Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

Certificates of Insurance – General - Within ten (10) calendar days from date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile. A sample Certificate of Liability Insurance form are attached for Contractor's reference.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
INSURED	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:		
	INSURER B:		
	INSURER C:		
	INSURER D:		
INSURER E:			
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>				EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input checked="" type="checkbox"/> Contractual Liability					MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 1,000,000
	AUTOMOBILE LIABILITY	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>				PRODUCTS - COMP/OP AGG \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ 1,000,000
	DED RETENTION \$					AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/ MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> N/A <input checked="" type="checkbox"/>				<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

PROJECT NAME: / PROJECT NUMBER:

CERTIFICATE HOLDER

CANCELLATION

CITY OF MOBILE
P. O. BOX 1827
MOBILE, AL 36633-1827

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

EXHIBIT 4

STANDARD SERVICE CONTRACT AGREEMENT BETWEEN CITY OF MOBILE AND CONTRACTOR

(To be executed in four (4) copies, one copy to be filed in the office of the City Clerk, one copy to be filed in the office of the Architectural Engineering Department, one copy to be filed in the office of the Finance Director, and one copy to be given to the Contractor, all completed by the Contractor ready for the Mayor and City Clerk's signature and affixing of the City Seal.)

This **AGREEMENT** made and entered into this _____ day of _____, in the year 20____,

by and between **THE CITY OF MOBILE**, by its Mayor, duly authorized party of the first part, hereinafter called the "City",

And the **SERVICE CONTRACTOR**:

COMPANY NAME

ADDRESS

City of Mobile License. No.: _____

for the following PROJECT:

PROJECT NUMBER: SC-029-15

PROJECT NAME: Service Contract – Exterior Window Cleaning
200 Government St. Building

PROJECT LOCATION: 200 Government St.
County of Mobile
City of Mobile, Alabama

WITNESSETH, that this Service Contractor and City, for the considerations stated herein, agree as follows:

ARTICLE 1. Statement of Work to be Performed:

1.1 The Contractor shall furnish all labor, material, equipment and insurance and perform all work required to clean all window and door glass on the first floor of the 200 Government St. Building on a quarterly basis, in strict accordance with the Scope of which is made part hereof.

ARTICLE 2. Term of Contract:

2.1 The Term of the Contract is for a period of one (1) year commencing on the date of the Notice to the Contractor to Proceed issued by the Owner.

ARTICLE 3. Contract Sum:

3.1 The City shall pay the Contractor for the Term of the Contract, subject to additions and deductions provided therein, in current funds, the sum as follows:

TOTAL CONTRACT SUM: _____
(IN WORDS) **DOLLARS (\$ _____ .00)**
(In Figures)

3.4 Schedule of Values: Service Contractor's cost for each scheduled cleaning shall be as follows:

First Scheduled Cleaning (1 st Quarter)	\$ _____ .00
Second Scheduled Cleaning (2nd Quarter)	\$ _____ .00
Third Scheduled Cleaning (3rd Quarter)	\$ _____ .00
Fourth Scheduled Cleaning (4th Quarter)	\$ _____ .00

3.5 Unit Prices: Service Contractor's cost for additional cleaning per each service. \$ _____ .00

Article 4. Payments:

4.1 The City shall pay the Contractor on account of the Contract as follows:

- A. Payments shall be made quarterly for completed work as specified.
- B. Two (2) original invoices shall be delivered to the Service Contract Administrator for review and approval on the first day of the month following scheduled contract services. Invoices shall list all facilities serviced during the specified period and shall provide unit pricing in accordance with the approved Schedule of Values.
- C. Payments shall be made in accordance with the accepted Schedule of Values.

Article 5. Termination of the Contract:

5.1 The Owner or Contractor may terminate the Contract upon thirty (30) days written notice. The Owner shall pay the Contractor for work executed and for proven loss with respect to materials, equipment, tools and reasonable overhead.

5.2 The Owner shall not make payment to the Contractor for profit and damages, as the result of terminating the Contract.

ARTICLE 6. Insurance:

6.1 Required coverage:

6.1.1 For the life of this Agreement, Contractor shall acquire and maintain in full force and effect no less than the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall name the City of Mobile as an additional insured, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

A General Liability insurance – public liability including premises, products and complete operations.

- 1. Bodily injury liability:
 - \$1,000,000 each person
 - \$1,000,000 each occurrence
- 2. Property damage liability - \$1,000,000 each occurrence.
- 3. Or, in lieu of (1) and (2) above:
 - Bodily injury and property damage combined –\$1,000,000 per occurrence

B. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.

1. Bodily injury liability:
\$1,000,000 each person
\$1,000,000 each occurrence
2. Property damage liability - \$1,000,000 each occurrence.
3. Or, in lieu of (1) and (2) above)
Bodily injury and property damage combined – \$1,000,000 per occurrence

C. Excess/Umbrella Liability insurance

1. \$1,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

D. Workers' Compensation insurance - in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

6.1.2 If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

6.1.3 Waiver of Subrogation - all policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

6.1.4 Additional Insured - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to name City of Mobile as an Additional Insured

6.1.5 Primary Insurance - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

6.1.6 Certificates of Insurance - prior to execution of the Agreement, Contractor shall deliver to the City of Mobile certificates of insurance certifying the existence and limits of the insurance coverage's, noting applicable endorsements, described above and shall deliver same and renewals thereof to the City of Mobile. The certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

ARTICLE 7. Miscellaneous Provisions

7.1 Breach of Contract: In the event of any breach or apparent breach by Service Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Service Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

7.2 Indemnification: Service Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Service Contractor, its principals, directors,

agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Service Contractor hereby agrees to pay all of City's costs of defense, including

but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Service Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

7.3 Entire Agreement: This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

7.4 Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement is a court of proper jurisdiction in Mobile, Alabama.

7.5 Licenses, permits, etc.: Service Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement.

7.6 No Agency Relationship Created: Service Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Service Contractor provided for herein are performed; but on the contrary, Service Contractor shall be wholly responsible therefore.

7.7 Anti-discrimination: Contractor shall abide by provisions of Ordinance #02-050, 1968, prohibiting discrimination in employment by Contractors and Subcontractors performing work for the City of Mobile. A copy of said ordinance is on file in the office of the Director of Architectural Engineering.

7.8 Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

7.9 State of Alabama Immigration Law: by signing below, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Evidence of Service Contractor's enrollment in the E-Verify program shall be submitted with the executed Agreement.

ARTICLE 8. Signature:

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal;
the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority,
and the Contractor by such duly authorized officers or individuals as may be required by law.

OWNER

City of Mobile

Its Mayor

ATTEST:

City Clerk

Director, Architectural Engineering

Date

CONTRACTOR

Company Name

President's Signature

President's Typed Name

Date

ATTEST: (Corporate Seal)

Signature

Typed Name

Title

WITNESS:

By: _____
Signature

Typed Name